

City of Dubuque/Dubuque Assn. of Firefighters Local 353

2007-2008
CEO: 147
SECTOR: 2

IN THE MATTER OF THE IMPASSE BETWEEN

THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS,
LOCAL 353,

Union,

and

THE CITY OF DUBUQUE,

Employer.

IOWA PUBLIC EMPLOYMENT
RELATIONS BOARD
CASE NO. CEO 147/2

DECISION AND AWARD
OF
ARBITRATOR

PUBLIC EMPLOYMENT
RELATIONS BOARD

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APPEARANCES

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On May 22, 2008, in Dubuque, Iowa, a hearing was held before Thomas P. Gallagher, Arbitrator, who was selected by the parties under the provisions of the Iowa Public Employment Relations Act (the "Act"), as amended, to resolve collective bargaining issues about which the parties are at impasse. The parties have agreed to waive any requirements established by the Act that their labor agreement be finally resolved by a particular date or that the award in this proceeding be issued by a

particular date, thus extending the statutory deadline for its issuance beyond the limit of fifteen days.

BACKGROUND

The City of Dubuque (sometimes, the "Employer" or the "City") is located in northeast Iowa adjacent to the Mississippi River. The Union is the collective bargaining representative of the non-supervisory employees of the Employer who work in the City's Fire Department (the "Department"). At the time of the hearing in this matter, the Employer employed the following number of personnel in the following bargaining unit classifications -- nine Captains, eighteen Lieutenants, six Ambulance Medical Officers (hereafter, I refer to this classification merely as "Medical Officer," as the parties do), twenty-four Fire Equipment Operators and twenty-four Fire Fighters.

Over many years, the Union and the Employer have been parties to a series of labor agreements establishing the terms and conditions of employment of employees in these classifications. The labor agreement under which the parties are now operating has a one-year duration, from July 1, 2007, through June 30, 2008. Hereafter, I refer to that agreement as the "current labor agreement."

The parties have successfully negotiated most of the terms of a new labor agreement, the duration of which they have agreed will be for one year, from July 1, 2008, through June 30, 2009 (hereafter, the "new labor agreement"). They have not, however, been able to resolve their differences with respect to several issues.

In their effort to resolve their impasse, the parties have used the fact-finding procedures established by the Act, and on March 21, 2008, Curtiss K. Behrens, whom the parties selected as Fact-Finder, issued his recommendations with respect to the impasse items that were before him. Since then, the parties have resolved some matters that were at impasse before the Fact-Finder, but the following issues or "impasse items" are still unresolved:

- I. Wages
- II: Health Insurance.
- III: Sick Leave.

The parties have elected to use the limitations imposed by the Act upon the discretion of an arbitrator to fashion an award. Thus, they have agreed that, in accord with the provisions of the Act, my authority in this proceeding is limited in the following manner. The impasse items must be resolved by "final offer, issue-by-issue" arbitration rather than by conventional arbitration. Therefore, with respect to each "subject area" at impasse, as subject areas are classified by the Act, I must award either 1) the entire final position of the Employer, 2) the entire final position of the Union or 3) the Recommendation of the Fact-Finder, and, with respect to each subject area at impasse, I have no discretion to depart from one of these three choices by awarding part and not the whole of one or by awarding any variation from the Fact-Finder's Recommendation or the final position of one of the parties..

In deciding the issues in this proceeding, I have considered, among others, the factors specified in the Act as

those that must be considered by a panel of arbitrators.

Section 20.22, Subdivision 9, Code of Iowa. The text of that subdivision is set out below:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

ISSUE I: WAGES

Article 12 of the current labor agreement establishes the monthly "regular (straight time or base) rate of pay for positions covered by this agreement," using a wage schedule that provides for a starting step (Step C) and three increments (Steps D, E, and F). The current wage schedule is set out below:

	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Fire Fighter	\$1,571.36	\$1,701.28	\$1,746.08	\$1,848.00
Fire Equipment Operator	1,805.44	1,851.56	1,898.40	1,947.68
Medical Officer	1,906.24	1,952.16	1,999.20	2,047.36
Lieutenant		1,952.16	1,999.20	2,047.36
Captain		2,051.84	2,100.00	2,148.16

In addition, Article 12 sets the conditions for initial placement on the wage schedule and for advancement from step to

step. The following sentences from the last paragraph of Article 12 provide for advancement on the schedule:

Advancement to succeeding pay steps in the salary range established for the position shall be based upon a satisfactory performance evaluation. An employee who consistently meets and exceeds performance standards established for a position is eligible for a one (1) step performance advancement. Employees are eligible for performance advancements at twelve (12) month intervals until they obtain the maximum step in the salary range established for that position.

Because neither party presented evidence that step advancement has been denied to employees for poor performance, I assume that, in practice, employees typically receive step advancements annually.

Article 13 of the current labor agreement provides that "employees performing satisfactorily for a continuous period" will receive longevity pay -- a percentage increase in base pay of 1% after five years, 2% after ten years, 3% after fifteen years, 4% after twenty years and 7% after twenty-five years.

Article 14, Section 1, of the current labor agreement is set out below:

Employees in the classifications Firefighter, Fire Equipment Operator, Lieutenant and Captain who are certified in any of the following categories shall receive payment in accordance with the following schedule:

<u>Certification</u>	
<u>Level</u>	<u>Payment</u>
EMT-B	\$20.00 per month
EMT-I	\$40.00 per month
EMT-P	\$105.00 per month

Payments for Emergency Medical Training certification shall not be cumulative and shall not be included in the regular (straight time or base) rate of pay or in the calculation of premium payments or fringe benefits. . . .

The parties agree that by force of the subject area categories established by the Act, their proposals about base wage rates and about payment for Emergency Medical Training ("EMT") certification must be considered together as components of a single subject area, here referred to as "Wages."

The Union's Position.

The Union proposes that the new labor agreement increase the base wage rates established by the wage schedule in the current labor agreement by 3.35% for Fire Fighters, Fire Equipment Operators and Medical Officers, by 3.85% for Lieutenants and by 4.35% for Captains.

The Union proposes that the new labor agreement make no change in the amount of the payments made for EMT certification.

The Employer's Position.

The Employer proposes that the new labor agreement increase the base wage rates established by the wage schedule in the current labor agreement 3.35% for all classifications.

The Employer proposes that Article 14, Section 1, of the current labor agreement be amended by deleting its language and replacing it with the following:

An employee in the classification of Firefighter (appointed on or before December 31, 1996) who is certified in any of the following categories shall receive payment in accordance with the following schedule:

<u>Certification</u>	
<u>Level</u>	<u>Payment</u>
EMT-B	\$20.00 per month (for up to twenty-four consecutive months)
Advanced EMT-I	\$40.00 per month (for up to eighteen consecutive months)
EMT-Paramedic	\$105.00 per month

In the event an employee in the classification of Firefighter (appointed on or before December 31, 1996) fails to renew a certification when due, he/she shall forfeit the additional payment until such time as recertification is obtained. An employee in the classification of Firefighter (appointed on or before December 31, 1996) who fails to obtain certification as an Advanced EMT-I within twenty-four (24) consecutive months following certification as an EMT-B shall receive fifteen \$15.00 dollars per month provided he/she maintains an EMT-B certification. An employee in the classification of Firefighter (appointed on or before December 31, 1996) who fails to obtain certification as an EMT-Paramedic within eighteen (18) consecutive months following certification as an Advanced EMT-I shall receive thirty (\$30.00) dollars per month provided he/she maintains an Advanced EMT-I certification.

Employees in the classification of Firefighter who are appointed on or after January 1, 1997, shall receive payment in the amount of \$105.00 per month for EMT-Paramedic certification.

Payments for Emergency Medical Training certification shall not be cumulative and shall not be included in the regular (straight time or base) rate of pay or in the calculation of premium payments or fringe benefits. Payments for Emergency Medical Training certifications shall commence at the beginning of the first pay period following receipt of the state certification card.

An employee in the classification of Fire Equipment Operator, Fire Lieutenant or Fire Captain who is certified as an EMT-Paramedic shall receive payment in the amount of thirty dollars (\$30) per month. In the event the City discontinues the ambulance service, the terms of this Section shall become null and void on the date ambulance service is discontinued.

The Fact-Finder's Recommendation.

For the new contract term, the Fact-Finder recommended that the base wage rates established by the wage schedule of the current labor agreement be increased by 3.35% for all classifications, thus recommending what the Employer proposes here about base wage rates. The Fact-Finder recommended that the new labor agreement make no change in Article 14, Section 1, thus recommending what the Union proposes here about payments for EMT certification.

Decision and Award.

The parties agree that the following six Iowa cities are appropriate for making "external" comparisons to Dubuque, which has a population of 57,546:

<u>City</u>	<u>Population</u>
Cedar Rapids	108,751
Council Bluffs	54,315
Davenport	95,333
Des Moines	193,187
Sioux City	80,505
Waterloo	66,467

There are two differences between the positions of the parties. First, though they agree that the wage rate increase for Fire Fighters, Fire Equipment Operators and Medical Officers should be 3.35%, they disagree about the wage rate increase appropriate for the other two bargaining unit classifications, Lieutenant and Captain. For Lieutenants, the Union seeks an increase of 3.85%, or 0.5% more than what the Employer proposes, and for Captains, the Union seeks an increase of 4.35%, or 1.0% more than the Employer proposes.

Second, the Union would continue the provisions of Article 14, Section 1, as they are in the current agreement. The Employer would restore the language of that section to what it was before it was changed in impasse proceedings that resolved the parties' impasse over the provisions of the current labor agreement. Because those proceedings decided issues relating to the labor agreement ending on June 30, 2008, the parties refer to them as the "2008 fact-finding" and the "2008 arbitration," and I use the same references.

The Union argues that a comparison of the current (fiscal year 2008) average wage rates paid by the six cities in the comparison group to the current wage rates paid by Dubuque shows a greater disparity for Lieutenants and Captains than for the other three bargaining unit classifications. In support of this argument, the Union presented the following information, which shows fiscal year 2008 annual wages including longevity:

<u>Classification</u>	<u>Six-City Average Start</u>	<u>Six-City Average Top</u>	<u>Dubuque Start</u>	<u>Dubuque Top</u>
Fire Fighter	\$39,743	\$53,393	\$40,855	\$51,411
Fire Equipment Operator	47,077	56,372	46,941	54,149
Medical Officer	47,432	56,970	49,562	56,957
Lieutenant	54,299	61,743	50,756	56,957
Captain	56,667	64,679	53,348	59,762

The Union's exhibits show that, if longevity is not included in the calculations, the difference between the average top annual wages for Lieutenant and the Dubuque annual top for that classification is \$6,829 and that the difference between the top annual wages for Captain and the Dubuque annual top for that classification is \$6,926. For the other three bargaining unit classifications, not including longevity, the differences between the average top and the Dubuque top are \$3,874 for Fire Fighter, \$4,230 for Fire Equipment Operator and \$1,661 for Medical Officer. The Union argues that if the Employer's position on Wages is adopted, the difference between the average 2009 top for Lieutenant and the Dubuque 2009 top will increase

to a greater disparity, \$7,386, and that for Captain, the 2009 difference will increase to \$8,106.

My calculations show that, including longevity, an award of the Union's position would increase the annual wages of a Lieutenant at the top by about \$285 ($\$56,957 \times 0.5\%$) more than an award of the Employer's position and, similarly, that an award of the Union's position would increase the annual wages of a Captain at the top by about \$598 ($\$59,762 \times 1.0\%$) more than an award of the Employer's position. Without the additional amounts sought by the Union for these two classifications, an award of the Employer's proposed increase of 3.35% would, including longevity, increase the top annual wages of a Lieutenant by \$1,908 ($\$56,957 \times 3.35\%$) and the top annual wages of a Captains by \$2,002 ($\$59,762 \times 3.35\%$).

The Union argues that the additional amounts it seeks for Lieutenants and Captains are justified both by the large difference between their wages and the average paid to Lieutenants and Captains in the cities of the comparison group, and by the relatively small differences received by bargaining unit Lieutenants and Captains over the wage rates received by the other three bargaining unit classification.

The Union also argues that bargaining unit employees receive substantially lower benefits than do fire fighting personnel in the comparison cities. It presented an exhibit showing that the average paid by the cities of the comparison group for Education Pay, EMT certification, other kinds of certification, post-employment health pay, deferred compensation

clothing allowance and food allowance exceeded what the Employer pays for the same benefits by \$4,857. The Employer argues that this comparison of averages does not show that Dubuque simply does not provide some of those benefits.

The Union notes that the Consumer Price Index rose about 3.9% between April of 2007 and April of 2008. The Union also notes that the parties have stipulated that the ability of the Employer to pay what the Union seeks in all of its positions is not at issue in this proceeding and that during 2009 the Employer will have a substantial decrease -- about \$270,000 -- in the cost of its pension contribution for bargaining unit members.

The Employer's primary argument in support of its wage rate proposal is that for many years it has followed a policy of providing the same percentage wage increase to all of its employees, union and non-union. During the forthcoming year, its 165 non-union employees will receive a wage rate increase of 3.35%, and the unions representing all of its other employees -- the ninety sworn staff of the Police Department, the eighty employees represented by the IUOE, the 115 public works employees represented by the Teamsters Union, and three transit employees -- all settled for an increase of 3.35%.

The Employer presented evidence that, from 1993 to the present, Medical Officers and Lieutenants have received substantially the same wage rates, and it argues that the Union's proposal should not be adopted because it would disturb that longstanding pattern,

The Employer notes that from 1984 through the current year the the wage rates of fire fighting personnel have risen more than the increase in the Consumer Price Index and more than the wages of its other employees. In addition, the Employer argues that it has had no difficulty in recruiting and retaining fire fighting employees, with only ten leaving since 1980.

The Employer also notes 1) that bargaining unit employees, including Lieutenants and Captains, have the fewest steps needed to reach the top wage rate compared to fire fighting personnel employed by the cities in the comparison group, 2) that the top longevity rate of 7% paid by the Employer is higher than the 5% maximum longevity paid by any city in the comparison group, and 3) that the time needed to obtain longevity payments in Dubuque is less than the average time needed in the comparison cities. The Employer notes that Dubuque's ranking for wages paid among the cities in the comparison group has remained generally consistent over the years, with Sioux City, Davenport and Des Moines paying more and Cedar Rapids, Council Bluffs and Waterloo paying less.

The Employer argues that, though it does not assert an inability to pay, it, nevertheless, owes a responsibility to taxpayers of the City to keep expenses at a reasonable level. It notes that the budget of the Department is between 10% and 11% of the City's expenditures and that it is important to maintain the costs of the Department at reasonable levels.

The Employer makes the following arguments in support of its proposal to amend Article 14, Section 1, of the current labor

agreement, which establishes payments for EMT certification. The current language came into the labor agreement as the result of impasse proceedings in 2008, when the Union proposed the current language, Fact-Finder Ronald Hoh recommended it and Arbitrator John L. Sandy awarded it -- adopting Hoh's recommendation. Before that award, the language of the Article 14, Section 1, was identical to the language the Employer now proposes. Thus, the Employer wants to re-establish the payments for EMT certification as they were before the current labor agreement.

The primary difference between the current contract language and the language the Employer proposes to re-establish is the following. Under the current contract language, the payment for EMT-Paramedic certification is \$105 per month for all classifications, while under the Employer's proposal, payment for such certification would decline to \$30 per month upon promotion to the ranks of Fire Equipment Operator, Lieutenant or Captain. Though there are other differences between current language and the Employer's proposal, the reduction in the EMT-Paramedic premium upon attaining those advanced ranks is the chief source of the parties' disagreement about payments for EMT certification.

The Employer argues with fervor that the reasoning is flawed that led to adoption of the current language -- reasoning from Hoh's fact-finding report, which was adopted by Sandy. Thus, the Employer argues that Hoh was in error with respect to the three reasons he gave for making his recommendation -- 1) that the increase in cost for the Union's proposed amendment

of Article 14, Section 1, plus a wage rate increase of 3% would be near the average 2008 increase for cities in the comparison group, 2) that the increase in EMT certification pay would make that premium more in line with Education Pay received by Dubuque Police Officers, and 3) that there was no bargaining history related to EMT certification pay.

With respect to the first of these reasons, the Employer argues that Hoh failed to consider the larger total of increases received since 1991 by Dubuque fire fighting personnel as compared to increases since then in the comparison cities -- that Hoh was not justified in singling out only current data in arriving at that conclusion. The Employer argues with respect to Hoh's second basis for recommending the new language of Article 14, Section 1, that Hoh was wrong in concluding that fire fighting personnel received less for certification in education and special skills than Police Officers, and the Employer showed that, if EMT certification pay is added to the premium fire fighting employees can receive for obtaining an Associate's degree in Fire Science, the total for fire fighting employees exceeds the total for Police Officers by \$188 per year. As to the third basis for Hoh's recommendation, the Employer showed that the parties have had a long history of bargaining about EMT certification pay -- that it has been a subject of bargaining for many years and that many fact-finders and arbitrators have rejected the Union's proposals until the current language was awarded in 2008.

The Union argues that if the Employer succeeds in restoring the old language of Article 14, Section 1, employees who

are promoted to the ranks of Fire Equipment Operator, Lieutenant or Captain would lose \$900 per year in EMT certification pay -- an anomalous loss of compensation on promotion.

The Union also argues that payments for EMT certification in the six cities in the comparison group justify retention of the current language of Article 14, Section 1. For EMT-Paramedic certification, those cities pay \$25 per month, \$108 per month, \$115 per month, \$154 per month, \$187 per month, and one city, Council Bluffs pays in a range from \$0 per month to \$335 per month, increasing to the maximum with six years of service. Only three other cities, however, pay a premium for an Associate's degree in Fire Science, as does the Employer.

For the following reasons, I award the Union's final position. Behrens, the Fact-Finder this year, rejected the Employer's proposal to return to the old language primarily because he thought the issue should be finally settled after years of discord between the parties. I agree, notwithstanding the Employer's arguments that last year some of Hoh's reasons for recommending the current language were unsupported by the evidence. Though I agree with Behrens that there should be final resolution of the parties' differences over EMT certification pay, my preference for retention of the current language of Article 14, Section 1, is also based on the recognition that last year's change in that provision caused Lieutenants and Captains (as well as Fire Equipment Operators) to receive an extra increase in total compensation of \$900 per year, as their pay for EMT-Paramedic certification rose to \$105 per month. This increase should continue because it helps to

eliminate the disparities that the Union would address by its proposal this year to provide Lieutenants with an extra base wage rate increase of 0.5% and Captains with an extra base wage increase of 1.0%. In addition, the evidence from the cities in the comparison group supports the retention of EMT certification pay at the current level.

The evidence from the comparison group cities supports the Union's proposal to provide Lieutenants with an additional 0.5% and Captains with an additional 1.0% increase in their base wage rates in order to improve their relatively low rates. The difference between Dubuque wage rates for those classifications and the average paid by cities in the comparison group is wide enough to support a departure from the internal consistency of wage rate increases that the Employer seeks to preserve.

The added cost of this award is not significant. As the Union argues, retention of Article 14, Section 1, in its current form will add nothing to the cost for fiscal year 2009, and the cost of providing Lieutenants and Captains with the extra base wage increases will be about \$9,700 plus increased longevity and other roll-ups that result from that increase, a small percentage of total bargaining unit costs of \$5,634,000 in 2008.

ISSUE II: HEALTH INSURANCE

Article 18, Section 1, of the current labor agreement is set out below:

Health Insurance. Effective July 1, 2005, employees shall pay 10% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and

prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees. In no event shall an employee pay more than \$125 per month for the Family Plan, \$100 per month for the Single Plus One Dependent Plan or \$50 per month for the Single Plan.

The Union's Position.

The Union proposes that, for the new contract term, Article 18, Section 1, be amended by deleting all of its current language and replacing it with the following:

Health Insurance. Effective July 1, 2008, employees shall pay 5% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees. In no event shall the employee pay more than \$125 per month for the Family Plan, \$100 per month for the Single Plus One Dependent Plan or \$50 per month for the Single Plan.

The Employer's Position.

The Employer proposes that, for the new contract term, Article 18, Section 1, be amended by deleting its last sentence. This proposal would retain the employees' 10% contribution to premiums established by the current version of the section, but it would eliminate the caps on that contribution established by its last sentence.

The Fact-Finder's Recommendation.

The Fact-Finder recommended that the new labor agreement make no change in Article 18, Section 1, as it appears in the current labor agreement.

Decision and Award.

The Employer provides all of its employees with a health insurance plan that includes prescription drug coverage.

Employees may select coverage in a "family plan," a "single plus one plan" or a "single plan." Most employees select the family plan for which an employee's 10% contribution has been stable at \$103 per month for several years. The employees' 10% premium contribution originated in fiscal year 2006, when the Employer agreed to provide all of its employees with a 2.4% wage increase in addition to their regular wage increase of 3% for that year, and in exchange for that extra wage increase, the employees and their representatives, including the Union, agreed to the 10% premium contribution.

In last year's impasse proceedings, the Union proposed to introduce the cap on the employees' premium contributions as it now appears in Article 18, Section 1. Hoh recommended that proposal in fact-finding, and Sandy awarded what Hoh recommended, adopting Hoh's reasoning. None of the Employer's other employees have their premium contributions capped, and all of them pay a 10% premium contribution.

The Union's primary argument in support of its position is that fire fighting personnel in the cities of the comparison group have lower premium contributions, ranging from 2% to 5%, with one city using a fixed dollar contribution, and that only one city has no cap while the others have a cap ranging from \$17 per month to \$50 per month. The Union also argues 1) that the 2.4% increment in wages negotiated in 2006 did not then and does not now cover the complete cost of a 10% premium contribution, even though premiums have not risen since then, and 2) that income tax on the additional income also reduces the value of the additional wage increase.

The Employer argues that the reasons given in Hoh's fact-finding report for adding the sentence that caps the employee's premium contributions were inadequate and unsupported. The Employer urges that the primary criterion for determining health insurance benefits should be internal consistency. The Employer argues that Hoh's recommendation to add caps last year, notwithstanding that no other employees of the Employer have that feature, was erroneously based on his reliance on external comparisons.

I award the final position of the Employer. Internal consistency is the almost universal standard used in interest arbitration to determine health insurance benefits. The evidence shows that the Employer "bought" the 10% premium contribution of employees in bargaining by agreeing to pay an extra wage increase of 2.4%. Because that amount was not a one-time payment but an addition to the base wage rates, employees continue to receive its benefit. The parties' agreement to have employees pay 10% of health insurance premiums in exchange for an extra wage increase did not include an agreement to cap that contribution. There has been no increase in the dollar amount of the premium contribution since that agreement was made.

I conclude that there is no justification for a departure from the standard of internal consistency -- a departure that would also, without cause, change the parties' original bargain to increase employees' wage rates by an extra 2.4% in exchange for their payment of a 10% premium contribution without caps.

ISSUE III: SICK LEAVE

The six sections of Article 26 of the current labor agreement provide for the accrual and use of sick leave by bargaining unit employees. Section 2 of Article 26 states the reasons required for the use of sick leave. The current language of Article 26, Section 2, is set out below -- with the five reasons it lists for the use of sick leave shown in bracketed numbers added by me for ease of reference:

Employees shall be granted sick leave with pay for any of the following reasons:

- [1] Personal illness or injury, not incurred on the job, which renders such employee unable to perform the duties of his/her position.
- [2] Emergency medical and dental appointments of the employee (emphasis in the original).
- [3] Enforced medical quarantine of the employee.
- [4] Life threatening illness or serious injury of an emergency nature of members of the employee's immediate family provided the family member is a legal dependent of the employee. Said absence is limited to the duration of the emergency and shall be approved by the Fire Chief.
- [5] An employee who incurs an injury or illness while engaged by another employer or doing contract work for pay shall not be entitled to sick leave benefits.

The Union's Position.

The Union proposes that Article 26, Section 2, of the labor agreement be amended by deleting all of the fourth reason for the use of sick leave, as shown above, and replacing it with the following language:

An employee can use up to 48 hours per year of their accumulated sick leave to care for illness or injury of an immediate family member residing at the employee's residence.

The Employer's Position.

The Employer proposes that the new contract make no change in the language of Article 26, Section 2, as it appears in the current labor agreement.

The Fact-Finder's Recommendation.

The Fact-Finder recommended that the new labor agreement make no change in Article 26, Section 2, as it appears in the current labor agreement.

Decision and Award.

The change the Union proposes in Article 26, Section 2, would eliminate the need for the approval of the Fire Chief to take sick leave in behalf of a family member, and it would allow such leave to be taken "to care for illness or injury" rather than for "life threatening illness or serious injury of an emergency nature," as in the present text of the provision.

The Union presented an exhibit showing that four of the six cities in the comparison group allow sick leave use for the care of a family member without prior approval of the Fire Chief -- with two cities placing no hourly limit on the amount of such use, one city placing a 48 hour limit on such use and one, a 32 hour limit. The Union argues that the proposed change would cause no increase in the Employer's costs.

The Employer presented an exhibit showing different information about the family sick leave benefits provided by cities in the comparison group. The Employer's exhibit shows different limits from those listed in the Union's exhibits, and

it does not state that any of the other cities require advance approval of the Fire Chief. The Employer also presented an exhibit showing family sick leave benefits that its other employees receive -- 48 hours per year for non-union employees, 8 hours per year for transit employees, 48 hours per year for Police employees, "time off" for Operating Engineers and 48 hours per year for public works employees.

I award the Fact-Finder's recommendation. The evidence is insufficient to support a change of this provision in impasse proceedings. If it is to be changed, the change should occur in the give and take of bargaining.

June 27, 2008


Thomas P. Gallagher, Arbitrator

CERTIFICATE OF SERVICE

I certify that on the 27th day of June, 2008, I served the foregoing Decision and Award of Arbitrator upon each of the parties to this matter by mailing a copy to their representatives at their respective addresses as shown below:

For the Union:


Mr. Michael J. Meloy
Koos & Meloy
Attorneys at Law
Suite 4 - 2828 18th Street
Bettendorf, IA 52722

For the Employer:

Mr. Randy Peck
Personnel Manager
The City of Dubuque
50 West 13th Street
Dubuque, IA 52001-4125

I further certify that on the 27th day of June, 2008, I will submit this Decision and Award of Arbitrator for filing by mailing it to the Iowa Public Employment Relations Board, 510 East Twelfth Street, Suite 1B, Des Moines, IA 50319.

June 27, 2008


Thomas P. Gallagher, Arbitrator

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